### **LAW** 553-GA-ARB-ep 1/08

## RETAIL INSTALLMENT SALE CONTRACT

63464366 SIMPLE FINANCE CHARGE Dealer Number Contract Number Buyer Name and Address Co-Buyer Name and Address Creditor-Seller (Name and Address) (Including County and Zip Code)
BATASKI BAILEY
1006 PARKWAY AVE S.E.
SMYRNA GA 30080
COBB (Including County and Zip Code) TRONCALLI CHRY JEEP DODGE INC 818 ATLANTA RD CUMMING GA 30040 You, the Buyer (and Co-Buyer, If any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Creditor-Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract. Make and Model New/Used/Demo Year Vehicle Identification Number Primary Use For Which Purchased X personal, family or household AUDI USED 2005 business A-8L \_\_agricultural WAUML44E55N014375 FEDERAL TRUTH-IN-LENDING DISCLOSURES Used Car Buyers Gulde. The Informa-Total Sale Price tion you see on the window form for FINANCI Amount Financed PERCENTAGE RATE Total of **Payments** CHARGE this vehicle is part of this contract. The amount you will have paid after you have made all The amount of The total cost of The dollar Information on the window form overyour purchase on credit, including The cost of amount the credit provided rides any contrary provisions in the your credit as credit will to you or contract of sale. on your behalf. payments as your down a yearly rate. cost you. Spanish Translation: Gula scheduled. payment of compradores de vehículos usados. La 4000.00 información que ve en el formulario de \$ 14007.34 28987.70 \$ 42995.04 46995.04 la ventanilla para este vehículo forma del presente contrato. parte Your Payment Schedule Will Be: información del formulario de la Amount of Payments When Payments Number of Payments ventanilla deja sin efecto toda Are Due disposición en contrario contenida en Monthly beginning 01/21/2009 651.44 66 el contrato de venta. Or As Follows: Returned Check Charge: You agree to pay a charge equal to the greater of \$30 or 5% of the check amount if any check you give us is dishonored and we make written Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge demand that you do so. or 5 % of the part of the payment that is late, whichever is less. VENDOR'S SINGLE INTEREST INSURANCE (VSI Prepayment. If you pay off all your debt early, you will not have to pay a penalty insurance): If the preceding box is checked, the Creditor Security interest. You are giving a security interest in the vehicle being purchased. requires VSI insurance for the initial term of the contract to Additional information: See this contract for more information including information about nonpayment, protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole default, any required repayment in full before the scheduled date and security interest. protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed, The coverage is for the initial term of the contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the \$eller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ORIGINAL LIENHOLDER

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EXHIBIT

ITEMIZATION OF AMOUNT FINANCED  1	Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is authorized to self such insurance in Gbergia. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single interest insurance is required is checked below.
(Year)         (Make)         (Model)           Gross Trade-in Allowance         \$ N/A           Less Pay Off Made By Setter         \$ N/A	If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.
Equals Nel Trade In  + Cash + Cash + Cther N/A (If total downpayment is negative, enter "0" and see 4  below)  1	Check the Insurance you want and sign below: Optional Credit Insurance Credit Life: Buyer Co-Buyer Both Credit Disability (Buyer Only) Premium: Credit Life N/A Credit Disability N/A
Company or Companies.         \$ N/A           Life         \$ N/A           Disability         \$ N/A	N/A Home Office Address N/A
B Vandor's Single Interest Insurance Pald to Insurance Company C Other Optional Insurance Pald to Insurance Company or Companies S N/A D Optional Gap Contract C Official Fees Paid to Government Agencies S N/A  To Government Taxes Not Included in Cash Price S N/A  To Government Certificate of Title Fees S 19.00  To Other Charges (Selfer must identify who is paid and	Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance with not be gradient in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the itemization of Amount Financed. Credit life insurance is based on your exiginal payment schedule. This insurance may not pay \$11 you own on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the ofiginal due date for the last payment unless a different term for the insurance is shown below.
describe purpose.)  to N/A for Prior Credit or Lease Balance \$ N/A	Other Optional Insurance
toN/A         for N/A         \$ N/A           toDEALER         for DELIVERY SVC CHG         \$ 395.00           toN/A         for N/A         \$ N/A           Total Other Charges and Amounts Paid to Others on Your Behalf         \$ 1164.00 (4)	Type of Insurance Premium \$ N/A Insurance Company Name N/A Home Office Address N/A N/A
5 Amount Financed (3 + 4) \$ 28987.70 (5)	□N/A         N/A           Type of Insurance         Term           Premium \$         N/A
OPTION: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before, SELLER'S INITIALS	Insurance Company Name  N/A  Home Office Address N/A
NO COOLING OFF PERIOD State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind.	N/A Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.  I want the insurance checked above.
OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.	Buyer Signature Date X Co-Buyer Signature Data
Term 66 Mos CHRYSLER Name of Gap Contract	THIS INSURANCE DOES NOT INCLUDE IN- SURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO
I want to buy a gap contract	OTHERS.
Buyer Signs X	

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#### OTHER IMPORTANT AGREEMENTS

#### FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

#### 2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, selzure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

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d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges. If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

#### IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:

· You do not pay any payment on time;

- You give false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property; or

 You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.

d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any, accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these Items back, we may dispose of them as the law allows.

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- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of uneamed charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of uneamed charges to reduce what you owe.
- 4. WARRANTIES SELLER DISCLAIMS
  Unless the Seller makes a written warranty, or
  enters into a service contract within 90 days from
  the date of this contract, the Seller makes no
  warrantles, express or implied, on the vehicle, and
  there will be no implied warrantles of merchantability or of fitness for a particular purpose.
  This provision does not affect any warrantles covering

the vehicle that the vehicle manufacturer may provide.

Applicable Law
 Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

The Annual Percentage Rate may be negotiable with the Seller.	The Seller may assign this contract
and retain its right to receive a part of the Finance Charge.	,

	contract contains the entire agreement between you a	no us relating to this contract. Any change to this
contract must be in writing and we must sign it. No ore		
Buyer Signs X	Co-Buyer Signs X	
If any part of this contract is not valid, all other parts	stay valid. We may delay or refrain from enforcing a	ny of our rights under this contract without losing
them. For example, we may extend the time for making	ig some payments without extending the time for makin	ng others.
See the rest of this contract for other important ag	greements.	
NOTICE TO THE BUYER: Do not sign this co	ntract before you read it or if it contains any t	plank spaces. You are entitled to an exact )
copy of the contract you sign.	•	
You agree to the terms of this contract. You	confirm that before you signed this contract	, we gave it to you, and you were free to
take it and review it. You acknowledge that	you have read all pages of this contract, inc	cluding the arbitration clause on page 5,
before signing below. You confirm that you re	eceived a completely filled-in copy when you	signed it.
		•
	∠Date <u>12/06/0</u> Co-Buyer Signs X	Date
Co-Buyers and Other Owners - A co-buyer is a parso	on who is responsible for paying the entire debt. An other	er owner is a person whose name is on the title to
the vehicle but does not have to pay the debt. The other	or owner agrees to the security interest in the vehicle give	en to us in this contract.
		00
Other owner signs here X	Date Address	
Seller signs TRONCALLI CHRY JEEP DODGE	INDate 12/06/08 by XUNGLO B. (2)	ema Tidomar.
ORIGINAL	LIENHOLDER	
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#### ARBITRATIÓN CLAUSE

#### PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitration on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

Seller assigns its interest in this contract to WACHOVIA	DEALER	SERVICES	INC		(Assign	ee) under the terms o	(a) Seller's agreement	with Assignee,
Assigned with recourse		X Assignac	l with	out recourse			Assigned with timi	led recourse
C.H.	· · · · · · · · · · · · · · · · · · ·	n/\		<u> </u>	100		00.0	
Seller TRONCALLI CHRY JEEP DODGE	INC	By/ by	L	OB	12/2ma	Tite Ut7	- 1815cr.	
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TVM.

FORM NO. 553-GA-ARB-ep (REV. KKR) U.S. PATENT NO. D460,788 0 2000 The Reynolds company THE PRINTER MAKES NO WARRANTY, EXPRESS ON IMPUED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM, CONSULT YOUR OWN LEGAL COUNSEL.

# Chrysler Financial

## NOTICE OF REQUIREMENT TO PROVIDE INSURANCE

ACCOUNT NO.	·	***************************************		h				
BUYER'S NAME (PLE)	(SE PRUNT)			POLIC	ICY HOLI	DER'S NAME	(IF DIFFERENT TH	AN BUYER)
BATASKI BA	ILEY			CTOE	EEV ANN	RESS, CITY,	OTAYE 210	
		E SMYRNA GA	30080	Jaine	ge i ADIO	mess, VII 1,	olkis, zir	
HOME PHONE NO.			The same of the sa	ном	E PHONE			
INSURVICE AGENT (	E (404 933 CONTACT PERSON)	-9014		INSU		EA CODE (		
JOE DEBOSE		***************************************			ATE	FARM	······	
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("Chrysler F	inancial") which	ch requires, a	mong other thin	gs, (l	he fo	llowing:	•	ancial Services Americas LLC rm of the contract.
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c. The policy		DaimlerChrysle						Payee and coverage must be in
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TRONCALLI		DODGE INC						loate
AUTHOROZEU DEADAR	nitile	ノ						12/06/2008
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TELEPHONE V	ERIFICATION	HAME OF PERSON O	ONTACTED AT INS. AGEN	Y	VERIFIE	D BY (DEAL)	R EMPLOYEE)	12/06/2008
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1006 PARKWAY AV SMYRNA GA 30080	E S.E.			Mailing	Address (If di	ifferent from				ate & zip)	
SMYRNA GA 30080	/E S.E. ) Seller Secti	on	r's GA Sales Tax #				n street addre	Sectio	n	nte & zip)	
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